

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF EVERETT, WASHINGTON AND  
COUNTY OF SNOHOMISH, WASHINGTON RELATING TO THE  
2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 11<sup>th</sup> day of July, 2015, by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the "County"), and the City of Everett, a municipal corporation of the State of Washington (hereinafter referred to as the "City").

**WHEREAS**, each party, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each party finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, the City agrees to provide the County \$24,786 from the Department of Justice 2015 Justice Assistance Grant Award (hereinafter referred to as the "2015 JAG Award") for the County's Law Enforcement JAG Grant Program; and

**WHEREAS**, the City and County believe it to be in their best interests to reallocate the 2015 JAG Award funds;

**NOW THEREFORE, the County and City agree as follows:**

**Section 1.**

Within 30 days of receipt of properly executed invoice(s) from the County, the City agrees to pay the County the full invoice amount, up to a total of \$24,786 of 2015 JAG Award funds, as reimbursement for expenditures that are compliant with the terms and conditions for the 2015 JAG Award, incorporated herein by reference.

**Section 2.**

The County agrees to utilize up to \$24,786, in compliance with all terms and conditions of the 2015 JAG Award, prior to September 30, 2018. All goods must be received, and all services must be rendered no later than September 30, 2018. All invoices must be received by the City by October 15, 2018.

**Section 3.**

The County shall save, hold harmless, indemnify and defend the City, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or County employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the County in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected or appointed officials, officers, employees or agents.

**Section 4.**

The City shall save, hold harmless, indemnify and defend the County, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or the City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

**Section 6.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 7.**

This Agreement constitutes the whole and entire agreement between the parties related to the 2015 JAG Award. This Agreement does not supersede or invalidate any agreements between the parties that relate to the reallocation of prior or subsequent year JAG program awards.

**Section 8.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.


CITY OF EVERETT

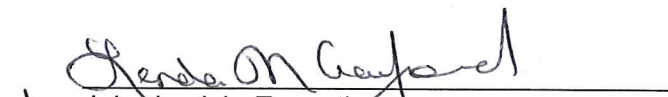
SNOHOMISH COUNTY

  
Ray Stephanson, Mayor

Attest:   
Deputy City Clerk

APPROVED AS TO FORM ONLY:

  
City Attorney

  
John Lovick, Executive

 6/12/15  
Deputy Prosecuting Attorney

*Agreement*

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

FY 2015 Edward Byrne  
Memorial Justice Assistance  
Grant

\_\_\_\_ Briefing  
\_\_\_\_ Proposed Action  
\_\_\_\_ Consent  
X Action  
\_\_\_\_ First Reading  
\_\_\_\_ Second Reading  
\_\_\_\_ Third Reading  
\_\_\_\_ Public Hearing  
\_\_\_\_ Budget Advisory

COUNCIL BILL #

Originating Dept.

Contact Person

Phone Number

FOR AGENDA OF

Police

D/C Jim Lever

425-257-8418

07/8/15

Initialed by:

Department Head

CAA

Council President

*[Signature]*

**Location**

**Preceding Action**

**Attachments**

Grant Application and  
descriptions, Accounting  
Questionnaire, MOU

**Department(s) Approval**

Legal, Police

Amount Budgeted	\$-0-	
Expenditure Required	\$69,834	Account Number(s):
Budget Remaining	-0-	
Additional Required	\$69,834	

**DETAILED SUMMARY STATEMENT:**

The Police Department has been approved to jointly apply, with the Snohomish County Sheriff's Office, to the United States Department of Justice for the Fiscal Year 2015 Edward Byrne Memorial Justice Assistance Grant. These monies are granted for the acquisition and implementation of law enforcement equipment and technology. The grant amount, \$69,834, has no matching fund requirement.

If rewarded, the grant funds will be distributed in accordance to pre-allocations for each department and provide for the following: \$45,048 for the Everett Police Department's Workforce Telestaff upgrade; and \$24,786 for the Snohomish County Sheriff's Office's Forensic Recovery of Evidence Device, Cellebrite software package. The grant program period is October 1, 2014 through September 30, 2018.

**RECOMMENDATION** (Exact action requested of Council):

Authorize the Mayor to sign all necessary documents and agreements with Snohomish County and the United States Department of Justice regarding the FY 2015 Edward Byrne Memorial Justice Assistance Grant Program.

*Council Approved  
on 7/18/15  
SJ*